

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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**Brandon Deutsch**, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

**My Pillow, Inc.**

Defendant.

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Case No. 20-CV-318 (SRN/ECW)

**ORDER GRANTING JOINT  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS  
SETTLEMENT**

Jacob R. Rusch, Timothy J. Becker, and Zackary S. Kaylor, Johnson Becker PLLC, 444 Cedar Street, Suite 1800, Saint Paul, MN 55101, for Plaintiff.

Douglas G. Wardlow, 1550 Audubon Road, Chaska, MN 55318, for Defendant.

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The Court, having considered the Parties' Joint Motion for Preliminary Approval of Class Settlement ("Joint Motion"), all of the submissions and arguments with respect to the Joint Motion, the Settlement Agreement, and for good cause appearing,

**IT IS THEREFORE ORDERED:**

1. The Joint Motion (Docket No. 196) is **GRANTED**;
2. The Settlement Agreement as it relates to the MPWA Class is **PRELIMINARILY APPROVED** as fair, reasonable, and adequate;
3. The Notice of Proposed Settlement ("Notice") attached as Exhibit C to the Settlement Agreement to be distributed to all MPWA Class members is **APPROVED**;

4. The Notice shall be disseminated by First Class Mail to the individuals identified on Exhibit B to the Settlement Agreement no later than Wednesday, January 10, 2024. Dissemination of the Notice by First Class Mail constitutes the best notice practicable under the circumstances, including individual notice to all members of the MPWA Class who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to the members of the MPWA Class in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;

5. Each member of the MPWA Class who wishes to be excluded from the MPWA Class must opt out per the instructions set forth in the Notice, and their response must be received no later than 30 days after the mailing of the Notice;

6. Any member of the MPWA Class who has not properly and timely requested exclusion from the MPWA Class shall be bound in the event the Court issues a Final Order Approving Settlement;

7. Any member of the MPWA Class who wishes to object in any way to the Settlement Agreement must file and serve such written objections per the instructions set forth in the Notice no later than 30 days after the mailing of the Notice, together with copies of all papers in support of their position, and the Notice shall state that the Court will not consider objections of any MPWA Class member who has not properly served copies of their objections on a timely basis;

8. A Fairness Hearing will be held to determine whether the Settlement Agreement as it relates to the MPWA Class should be approved as fair, reasonable, and

adequate, the amount of attorneys' fees and costs to be awarded to Class Counsel, and whether the proposed Final Order Approving Settlement should be entered. The Court sets a Fairness Hearing date for Tuesday, March 12, 2024, at 9:30 a.m., (via electronic means (Zoom)), with an invitation for the electronic hearing going out under a separate cover closer to the hearing date. The deadline to file the Motion for Final Approval, including for an Award of Attorneys' Fees and Costs is Monday, February 26, 2024. The deadline to respond to any objections is also Monday, February 26, 2024.

9. The Settlement Agreement as it relates to the FLSA Collective is **APPROVED**;

10. The Court finds the Settlement Agreement as it relates to the FLSA Collective as a fair and reasonable resolution of a bona fide dispute over wages allegedly owed under the FLSA. The Settlement Agreement is binding on Named Plaintiff, all FLSA Opt-in Plaintiffs, and Defendant, as defined in the Settlement Agreement and this Order;

11. The service awards to Class Representatives and the Class members who participated in discovery as stated in the Settlement Agreement is **APPROVED**;

12. The requested payment of attorneys' fees and costs of in the amount of \$75,000 is **PRELIMINARILY APPROVED**. Class Counsel shall submit a final request for attorneys' fees and costs in conjunction with a motion for final settlement approval;

13. The Parties are directed to implement the Settlement Agreement in accordance with its terms. The Parties shall abide by all terms of the Settlement Agreement and this Order; and

14. Counsel for the Parties are hereby authorized to utilize all reasonable and mutually agreed procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

Dated: Wednesday, December 6, 2023

*s/ Susan Richard Nelson*

Susan Richard Nelson  
United States District Judge